

## COMMONWEALTH OF MASSACHUSETTS

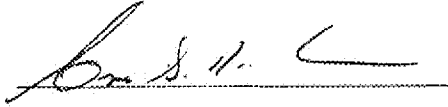
In Re: Annie Dookhan  
M.O.S.E.S.  
And  
Commonwealth of Massachusetts  
Department of Public Health

### SETTLEMENT AGREEMENT

The Department of Public Health (hereafter "Department"), Massachusetts Organization of State Engineers and Scientists (hereafter "Union"), and Annie Dookhan desire an amicable settlement of her separation from employment from the Commonwealth of Massachusetts, Department of Public Health. The following conditions are set out by the parties as full and final settlement of any and all claims Ms. Dookhan may have against the Department regarding the above-cited issue. The terms and conditions are as follows:

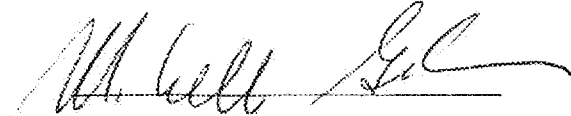
1. Ms. Dookhan will voluntarily resign effective Friday, March 9, 2012, in lieu of termination by DPH, from her Chemist II position by executing the resignation letter attached to and incorporated into this agreement as Attachment "A".
2. Ms. Dookhan agrees to waive all rights to challenge her separation from employment by executing the waiver and release attached to and incorporated into this agreement as Attachment "B".
3. In consideration of Ms. Dookhan's resignation the Department of Public Health agrees not to contest Ms. Dookhan's application for unemployment insurance benefits, should Ms. Dookhan apply for such benefits. In the event Ms. Dookhan files a claim for unemployment insurance benefits DPH shall respond to such claim that she resigned from her position in lieu of termination for work performance issues. In addition, DPH will take no action to oppose and/or appeal said claim. It is understood by all the parties that Ms. Dookhan is not guaranteed unemployment insurance benefits, only that the Department will not contest her filing for such benefits as described in this paragraph.
4. In consideration of Ms. Dookhan's resignation the Department of Public Health agrees to provide a neutral reference in the form of Ms. Dookhan's beginning and end dates of employment, job title(s), dates in position, salary rates and that she left employment with the Department voluntarily. Ms. Dookhan agrees to refer all inquiries for employment references to the Human Resources Office at the State Laboratory Institute.
5. Ms. Dookhan and the Union agree to withdraw any and all complaints filed by or on behalf of Ms. Dookhan, including but not limited to any and all grievances, labor relations commission complaints, MCAD complaints, etc. Ms. Dookhan also agrees not to file any future complaints relative to her separation from employment except to enforce the terms of this Agreement.
6. This Settlement Agreement shall apply only to the instant matter and shall not serve as precedent or evidence, in whole or in part, in any other matters between the Commonwealth of Massachusetts, Department of Public Health, M.O.S.E.S., and Annie Dookhan.
7. The terms of this Agreement shall be considered a full and total settlement of all issues concerning Ms. Dookhan's separation from employment.

WHEREFORE, the Department, the Union and Ms. Dookhan have read the above Settlement Agreement and attest that they fully understand and knowingly and voluntarily accept its provisions in their entirety without reservation.



Ms. Annie Dookhan

03-08-2012  
Date



Michelle Gates, For the Union

3/8/12  
Date

\_\_\_\_\_  
For the Department

\_\_\_\_\_  
Date

cc: Marianne Dill, Director of Labor Relations  
Human Resources/Personnel File

## ATTACHMENT "B"

I, Annie Dookhan, Chemist II, for valuable consideration the sufficiency of which is hereby acknowledged, hereby agree to refrain from instituting any legal, equitable, or administrative action based upon or arising out of my separation from employment with the Department of Public Health. Further, I, my agents, heirs, successors and assigns do hereby remise, release and forever discharge the Department of Public Health, and any and all of its agents, employees, present or past from any and all debts, demands, actions, causes of action, suits, contracts, agreements, damages and any and all claims, demands, and liabilities whatsoever of every name and nature, in law or equity, which I now have or ever had arising out of or in any way connected to my separation from the Department of Public Health, up to the date of this signed attachment. Specifically, and without limitation, I release the Department of Public Health and its agents or employees from any and all claims or causes of action arising under M.G.L. c.151 B, Title VII of the Civil Rights Act of 1964 (42 U.S.C. s.2000e et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. s.12112 et seq.) resulting from my separation from employment at the Department of Public Health.

I, Annie Dookhan, Chemist II, duly execute this release this eighth day of March, 2012.

Signature: \_\_\_\_\_

Name

Date: 03-08-2012

## ATTACHMENT "A"

March 8, 2012

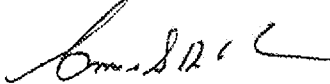
Dr. Linda Han, Director  
Bureau of Laboratory Sciences  
William A. Hinton State Laboratory Institute  
305 South Street  
Jamaica Plain, MA 02130

Re: Resignation

Dear Dr. Han:

This letter is to inform you that effective Friday, March 9, 2012 I am resigning from my Chemist II position.

Sincerely,

A handwritten signature in black ink, appearing to read "Annie Dookhan", with a stylized flourish at the end.

Annie Dookhan